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WESTERN DISTRICT OF TEXAS
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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

GUSTAVO GUTIERREZ and
AIRCRAFT HOLDING SOLUTIONS,
LLC,

Plaintiffs,

v.

CESSNA SERVICEDIRECT, LLC,

Defendant.

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CASE NO. SA:16-CV-00613-RCL

VERDICT

QUESTION 1: *[negligence]*

Did the negligence, if any, of defendant Cessna ServiceDirect, LLC proximately cause the damage in question?

“Negligence” means failure to use ordinary care, that is, failure to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

“Ordinary care” means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

“Proximate cause” means a cause that was a substantial factor in bringing about an injury or damage, and without which cause such injury or damage would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using ordinary care would have foreseen that the injury or damage, or some similar injury or damage, might reasonably result therefrom.

Answer “Yes” or “No”.

Answer: NO

If you answered "Yes" to Question 1, then answer Question 2. If you answered "No" to Question 1, then do not answer any other Questions.

QUESTION 2: *[property damages – market value before and after occurrence]*

What is the difference in the market value in Bexar County, Texas, of the plaintiffs' Cessna Citation Mustang N486GS aircraft immediately before and immediately after the damage?

"Market value" means the amount that would be paid in cash by a willing buyer who desires to buy, but is not required to buy, to a willing seller who desires to sell, but is under no necessity of selling.

Answer in dollars and cents for damages, if any.

Answer: \$ N/A

Answer the following question only if you answered "Yes" to Question 1.

QUESTION 3: *[gross negligence]*

Do you find by clear and convincing evidence that the damage to the plaintiffs' Cessna Citation Mustang N486GS aircraft resulted from gross negligence?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

"Gross negligence" means an act or omission by defendant Cessna ServiceDirect, LLC,

1. which when viewed objectively from the standpoint of defendant Cessna ServiceDirect, LLC at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and
2. of which Cessna has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

Answer "Yes" or "No."

Answer: N/A

Answer the following question only if you answered "Yes" to Question 3.

QUESTION 4: *[exemplary damages]*

What sum of money, if any, should be assessed against the defendant and awarded to the plaintiffs as exemplary damages for the conduct found in response to Question 3?

"Exemplary damages" means any damages awarded as a penalty or by way of punishment but not for compensatory purposes. Exemplary damages includes punitive damages.

Factors to consider in awarding exemplary damages, if any, are:

1. The nature of the wrong.
2. The character of the conduct involved.
3. The degree of culpability of the wrongdoer.
4. The situation and sensibilities of the parties concerned.
5. The extent to which such conduct offends a public sense of justice and propriety.
6. The net worth of defendant Cessna ServiceDirect, LLC.

Answer in dollars and cents, if any.

Answer: \$ N/A

VERDICT CERTIFICATE

11 Jan 2018 _____

(Signature of Presiding Juror

Printed Name of Presiding Juror